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Mark Line Holdings, LLC, C. Christopher Remke, Joseph
C. Blockno, Kory Reimann, Paul N. Mascia and Mark S.
Brown

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
TRENTON VICINAGE

LINUS HOLDING CORP.,

Plaintiff,

-vs-

MARK LINE INDUSTRIES, LLC,
MARK LINE HOLDINGS, LLC,
MOAIC CAPITAL GROUP, LCC,
BMB-MCG, LLC, MCG CANE BAY
LLC, BMB INVESTMENTS, LLC,
BOMA, LC, DIGNICARE SENIOR
MANAGEMENT, LLC, C.
CHRISTOPHER REMKE, JOSEPH
C. BLOCKNO, KORY REIMANN,
PAUL N. MASCIA and MARK S.
BROWN

Defendants.

CIVIL ACTION
NO. 3:17-cv-03694 – FLW-DEA

ANSWER TO PLAINTIFF'S
VERIFIED FIRST AMENDED
COMPLAINT

The Defendant, *Mark Line Industries, LLC, Mark Line Holdings, LLC, C. Christopher Remke, Joseph C. Blockno and Paul N. Mascia* ("Defendant"), by way of Answer to the Plaintiff's Verified Complaint, says the following:

THE PARTIES

1. Paragraph 1 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 1 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

2. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of this Count of the Verified First Amended Complaint and leave the plaintiff to its proofs.

3. Defendants admit the allegations contain in Paragraph 3 of this Count of the Complaint.

4. Paragraph 4 asserts a contention of law and, as such, defendants make no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied.

5. Paragraph 5 asserts a contention of law and, as such, defendants make no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied.

6. Insofar as the allegations contained in Paragraphs 6 of this Count of the Complaint do not pertain to these Defendants, these Defendants make no answer thereto. Paragraph 6 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

7. Insofar as the allegations contained in Paragraphs 7 of this Count of the Complaint do not pertain to these Defendants, these Defendants make no answer thereto. Paragraph 7 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

8. Insofar as the allegations contained in Paragraphs 8 of this Count of the Complaint do not pertain to these Defendants, these Defendants make no answer thereto. Paragraph 8 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

9. Insofar as the allegations contained in Paragraphs 9 of this Count of the Complaint do not pertain to these Defendants, these Defendants make no answer thereto. Paragraph 9 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

10. Insofar as the allegations contained in Paragraphs 10 of this Count of the Complaint do not pertain to these Defendants, these Defendants make no answer thereto. Paragraph 10 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

11. Defendants deny the allegation contained in Paragraph 11 of this Count of the Complaint.

12. Defendants deny the allegation contained in Paragraph 12 of this Count of the Complaint.

13. Defendants deny the allegation contained in Paragraph 13 of this Count of the Complaint.

14. Defendants deny the allegation contained in Paragraph 14 of this Count of the Complaint.

15. Defendants deny the allegation contained in Paragraph 15 of this Count of the Complaint.

16. Paragraph 16 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

17. Paragraph 17 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

18. Paragraph 18 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

JURISDICTION AND VENUE

19. With respect to the allegations in numbered paragraph 19 of the Complaint, Defendants admit only that they do not dispute this Court's jurisdiction as to these Defendants. Defendants deny all remaining allegations in numbered paragraph 19 of the Complaint.

20. With respect to the allegations in numbered paragraph 20 of the Complaint, Defendants admit only that they do not dispute venue in this District. Defendants deny all remaining allegations in numbered paragraph 20 of the Complaint.

FACTS COMMON TO ALL COUNTS

21. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of this Count of the First Amended Complaint and therefore deny them.

22. Defendants admit only that *Mark Line Industries* entered into a Manufactured Development Agreement January 13, 2016.

23. Defendants admit only that Mark Line Industries entered into an agreement dated October 7, 2016 with Linus Holdings, for the sale of modular units for the project at 700 Bangs Avenue property. Defendants lack information or knowledge sufficient to form a belief as to the

truth of the remaining allegations in numbered paragraph 23 of the Complaint and therefore deny them.

24. Defendants deny the allegation contained in Paragraph 24 of this Count of the Complaint.

25. Paragraph 25 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied. To the extent our response is required, Defendants state that the agreement speaks for itself. Defendants deny any allegations in numbered paragraph 25 of the Complaint to the extent that they are an attempt to interpret, or consistent with, or misrepresent the agreement.

26. Paragraph 26 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied. To the extent our response is required, Defendants state that the agreement speaks for itself. Defendants deny any allegations in numbered paragraph 26 of the Complaint to the extent that they are an attempt to interpret, or consistent with, or misrepresent the agreement.

27. Defendants admit only that Linus Holding Corporation tended to Mark Line Industries \$790,000.00. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in this paragraph of the Complaint and leaves Plaintiffs to its proofs.

28. Defendants deny the allegation contained in Paragraph 28 of this Count of the Complaint.

29. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of this Count of the Complaint and leave the Plaintiff(s) to their proofs.

30. Defendants admit only that Mark Line did not furnish bonds to Linus Holding Corp. All remaining allegations in Paragraph 30 of this Amended Verified Complaint are denied.

31. Defendants deny the allegations contained in Paragraph 31 of this Count of the Amended Verified Complaint and leave Plaintiffs to its proofs.

32. Defendants deny the allegations contained in Paragraph 32 of this Count of the Amended Verified Complaint and leave Plaintiffs to its proofs.

33. Defendants deny the allegations contained in Paragraph 33 of this Count of the Amended Verified Complaint and leave Plaintiffs to its proofs.

34. Defendants deny the allegations contained in Paragraph 34 of this Count of the Amended Verified Complaint and leave Plaintiffs to its proofs.

35. With respect to the allegations contained in Paragraph 35 of the Amended Verified Complaint, Defendants admit only that Blockno provided Plaintiff with consolidated financials of indirect owners of Mark Line. Defendants deny the remaining allegations in numbered Paragraph 35.

36. Defendants deny the allegations contained in Paragraph 36 of this Count of the Amended Verified Complaint and leave Plaintiffs to its proofs.

37. Paragraph 37 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

38. Paragraph 38 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

39. Defendants admit that Linus Holdings Corp. provided notice only. All remaining allegations in Paragraph 39 of the Amended Verified Complaint are denied.

40. Defendants admit that Mark Line Industries and Mosaic Capital have not paid Linus Holdings the total sum of \$827,125.00. Defendants deny the remaining allegations in Paragraph 40 of Plaintiffs Amended Verified Complaint.

41. Defendants deny the allegation contained in Paragraph 41 of this Count of the Complaint.

42. Denied that any transfers from Mark Line Industries to its corporate parents were for little or no consideration.

43. As much as the allegations of Paragraph 43 do not state a claim for relief against these Defendants, these Defendants make no answer thereto; but, in as far as they may be intended to purport set forth a claim for relief against these Defendants, they are denied.

44. Defendants deny the allegation contained in Paragraph 44 of this Count of the Complaint.

45. As much as the allegations of Paragraph 45 do not state a claim for relief against these Defendants, these Defendants make no answer thereto; but, in as far as they may be intended to purport to set forth a claim for relief against these Defendants, they are denied.

46. As much as the allegations of Paragraph 46 do not state a claim for relief against these Defendants, these Defendants make no answer thereto; but, in as far as they may be intended to purport to set forth a claim for relief against these Defendants, they are denied.

47. Paragraph 47 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

48. Paragraph 48 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

49. Paragraph 49 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

50. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of this Count of the Complaint and leave the Plaintiff(s) to their proofs.

51. Paragraph 51 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

52. Defendants deny the allegation contained in Paragraph 52 of this Count of the Complaint.

53. Defendants deny the allegation contained in Paragraph 53 of this Count of the Complaint.

54. Paragraph 54 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

55. Paragraph 55 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

56. Defendants deny the allegation contained in Paragraph 56 of this Count of the Complaint.

57. Defendants deny the allegation contained in Paragraph 57 of this Count of the Complaint.

58. Paragraph 58 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

59. Paragraph 59 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

60. Defendants deny the allegation contained in Paragraph 60 of this Count of the Complaint.

61. Paragraph 61 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

62. Paragraph 62 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

63. Paragraph 63 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

64. Paragraph 64 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

65. Paragraph 65 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

66. Paragraph 66 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

67. Defendants deny the allegation contained in Paragraph 67 of this Count of the Complaint.

COUNT ONE
(Breach of Contract)

68. Defendants repeat and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

69. Paragraph 69 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

70. Paragraph 70 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

71. Paragraph 71 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT TWO
(Conversion)

72. Defendants repeat and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

73. Paragraph 73 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

74. Paragraph 74 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

75. Paragraph 75 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT THREE
(Unjust Enrichment)

76. Defendants repeat and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

77. Paragraph 77 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied. To the extent that a response is required, Defendants state that the agreement speaks for itself. Defendants deny the allegations in numbered Paragraph 77 of the Amended Verified Complaint to the extent they are in an attempt to interpret, or inconsistent with, or misrepresent the agreement.

78. Paragraph 78 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

79. Paragraph 79 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

80. Paragraph 80 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

COUNT FOUR
(Breach of the Duty of Good Faith and Fair Dealing)

81. Defendants repeat and reiterates its answers to all of the previous allegations of the Amended Verified Complaint with full force and effect as though more fully set forth herein at length.

82. Paragraph 82 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

83. Paragraph 83 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

84. Paragraph 84 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

85. Paragraph 85 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

COUNT FIVE
(Alter Ego)

86. Defendants repeat and reiterates its answers to all of the previous allegations of the Amended Verified Complaint with full force and effect as though more fully set forth herein at length.

87. Defendants deny the allegation contained in Paragraph 87 of this Count of the Complaint.

88. Defendants deny the allegation contained in Paragraph 88 of this Count of the Complaint.

89. Defendants deny the allegation contained in Paragraph 89 of this Count of the Complaint.

90. Defendants deny the allegation contained in Paragraph 90 of this Count of the Complaint.

91. Defendants deny the allegation contained in Paragraph 91 of this Count of the Complaint.

92. Defendants deny the allegation contained in Paragraph 92 of this Count of the Complaint.

93. Defendants deny the allegation contained in Paragraph 93 of this Count of the Complaint.

94. Paragraph 94 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

95. Paragraph 95 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

96. Paragraph 96 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff is asserting allegations of fact, same are denied.

COUNT SIX
(Piercing the Corporate Veil)

97. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

98. Paragraph 98 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

99. Defendants deny the allegation contained in Paragraph 99 of this Count of the Complaint.

100. Defendants deny the allegation contained in Paragraph 100 of this Count of the Complaint.

101. Defendants deny the allegation contained in Paragraph 101 of this Count of the Complaint.

102. Paragraph 102 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

103. Defendants deny the allegation contained in Paragraph 103 of this Count of the Complaint.

104. Defendants deny the allegation contained in Paragraph 104 of this Count of the Complaint.

105. Paragraph 105 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

106. Defendants deny the allegation contained in Paragraph 106 of this Count of the Complaint.

COUNT SEVEN
(Fraudulent Inducement and Misrepresentation)

107. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

108. Defendants deny the allegation contained in Paragraph 108 of this Count of the Complaint.

109. With respect to the allegations contained in Paragraph 109, Defendants admit only that Linus Holding tendered to Mark Line Industries \$790,000.00. Defendants lack information

or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in the paragraph and therefore deny them.

110. Defendants deny the allegation contained in Paragraph 110 of this Count of the Complaint.

111. Defendants deny the allegation contained in Paragraph 111 of this Count of the Complaint.

112. Paragraph 112 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

113. Defendants deny the allegation contained in Paragraph 113 of this Count of the Complaint.

114. Defendants deny the allegation contained in Paragraph 114 of this Count of the Complaint.

115. Defendants deny the allegation contained in Paragraph 115 of this Count of the Complaint.

116. Defendants deny the allegation contained in Paragraph 116 of this Count of the Complaint.

117. Paragraph 117 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

118. Defendants deny the allegation contained in Paragraph 118 of this Count of the Complaint.

119. Defendants deny the allegation contained in Paragraph 119 of this Count of the Complaint.

120. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 120 and leave Plaintiff to its proofs.

121. Paragraph 121 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

122. Paragraph 122 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT EIGHT
(Negligent Misrepresentation)

123. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

124. Defendants deny the allegation contained in Paragraph 124 of this Count of the Complaint.

125. Defendants deny the allegation contained in Paragraph 125 of this Count of the Complaint.

126. Defendants deny the allegation contained in Paragraph 126 of this Count of the Complaint.

127. Defendants deny the allegation contained in Paragraph 127 of this Count of the Complaint.

128. Paragraph 128 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

129. Paragraph 129 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

130. Defendants deny the allegation contained in Paragraph 130 of this Count of the Complaint.

COUNT NINE
(New Jersey Consumer Fraud Act)

131. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

132. Paragraph 132 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

133. Defendants deny the allegation contained in Paragraph 133 of this Count of the Complaint.

134. Defendants deny the allegation contained in Paragraph 134 of this Count of the Complaint.

135. Defendants deny the allegation contained in Paragraph 135 of this Count of the Complaint.

136. Defendants deny the allegation contained in Paragraph 136 of this Count of the Complaint.

137. Defendants deny the allegation contained in Paragraph 137 of this Count of the Complaint.

138. Paragraph 138 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

139. Paragraph 139 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

140. Paragraph 140 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT TEN
(Accounting of Funds)

141. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

142. Paragraph 142 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

143. Paragraph 143 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT ELEVEN
(Fraudulent Transfers Pursuant to N.J.S.A. 25:2-25)

144. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

145. Defendants deny the allegation contained in Paragraph 145 of this Count of the Complaint.

146. Defendants deny the allegation contained in Paragraph 146 of this Count of the Complaint.

147. Defendants deny the allegation contained in Paragraph 147 of this Count of the Complaint.

148. Paragraph 148 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

149. Paragraph 149 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT TWELVE
(Fraudulent Transfers Pursuant to N.J.S.A. 25:2-25(a))

150. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

151. Defendants deny the allegation contained in Paragraph 151 of this Count of the Complaint.

152. Defendants deny the allegation contained in Paragraph 152 of this Count of the Complaint.

153. Paragraph 153 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

154. Paragraph 154 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT THIRTEEN
(Breaches of Fiduciary Duty of Directors and Officers)

155. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

156. Defendants deny the allegation contained in Paragraph 156 of this Count of the Complaint.

157. Paragraph 157 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

158. Paragraph 158 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

159. Paragraph 159 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

160. Paragraph 160 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

161. Paragraph 161 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

162. Paragraph 162 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

163. Paragraph 163 asserts a contention of law and, as such, Defendants make no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.

COUNT FOURTEEN
(Waste of Corporate Assets)

164. Defendants repeat and reiterates its answers to all of the previous allegations of the Verified Complaint with full force and effect as though more fully set forth herein at length.

165. Defendants deny the allegation contained in Paragraph 165 of this Count of the Complaint.

166. Defendants deny the allegation contained in Paragraph 166 of this Count of the Complaint.

WHEREFORE, defendants, *Mark Line Industries, LLC, Mark Line Holdings, LLC, C. Christopher Remke, Joseph C. Blockno and Paul N. Mascia*, hereby demands Judgment dismissing the plaintiffs' Complaint herein, together with costs of suit.

FIRST SEPARATE DEFENSE

The affirmative pleading herein fails to state a claim upon which relief may be granted and this party reserves the right to move at or before the time of trial to dismiss same.

SECOND SEPARATE DEFENSE

The claimant(s) has failed to join a necessary or indispensable party without whom this action cannot proceed.

THIRD SEPARATE DEFENSE

The claim of the claimant(s) is barred as a matter of law because of the doctrine of estoppel.

FOURTH SEPARATE DEFENSE

The claim is barred by the entire controversy doctrine and the mandatory counterclaim rule.

FIFTH SEPARATE DEFENSE

The applicable law, rule, statute or regulation, including, but not limited to, the Statute of Limitations, controlling or requiring the institution of suit within a certain period of time following its accrual, was not complied with by the claimant(s) and, accordingly, the claimant(s)' claim is barred as a matter of law.

SIXTH SEPARATE DEFENSE

The claimant has failed to comply with conditions precedent necessary to a recovery under the Contract.

SEVENTH SEPARATE DEFENSE

Insofar as the pleading endeavors to assert a cause of action based on a breach of contract (which breach is denied), the damages sought were not within the contemplation of the parties at the time of the making of the Contract and further, would not naturally result for any breach.

EIGHTH SEPARATE DEFENSE

The claimant has failed to disclose material facts which, if disclosed, would have induced this party to refuse the contractual obligation.

NINTH SEPARATE DEFENSE

The claimant is estopped from proceeding with this alleged cause of action.

TENTH SEPARATE DEFENSE

The claimant is guilty of laches.

ELEVENTH SEPARATE DEFENSE

Claimant's wrongful conduct bars his claim for relief.

TWELFTH SEPARATE DEFENSE

The claimant is barred from recovery by reason of this party's substantial reliance on the claimant's representation to past, current and future facts.

THIRTEENTH SEPARATE DEFENSE

This Defendant reserves the right to amend its Answer and to assert additional defenses and/or supplements, alter or change this Answer upon revelation of more definite facts during and/or upon the completion of further discovery and investigation.

FOURTEENTH SEPARATE DEFENSE

The claim against this Defendant is without any reasonable basis in law or equity, and cannot be supported by any good faith argument for an extension, modification or reversal of

existing law. Accordingly, Defendant reserves it right to seek reimbursement for all reasonable litigation costs and counsel fees expended in defense of this claim.

FIFTEENTH SEPARATE DEFENSE

The claim filed against this Defendant has been commenced, used or continued in bad faith, solely for the purpose of harassment, delay or malicious injury. Accordingly, Defendant reserves it right to seek reimbursement for all reasonable litigation costs and counsel fees expended in defense of this claim.

DEMAND FOR TRIAL BY JURY

PLEASE TAKE NOTICE that the defendant, *Mark Line Industries, LLC, Mark Line Holdings, LLC, C. Christopher Remke, Joseph C. Blockno and Paul N. Mascia*, hereby demands a trial of the issues by a jury of six.

CERTIFICATION

I hereby certify that a copy of the within document has been filed with the Clerk of the above-captioned Court and that a copy of same was served upon all interested attorneys within the time allowed by the Rules of Court, as extended.

BIANCAMANO & DI STEFANO, P.C.
Attorneys for Defendants, *Mark Line Industries, LLC, Mark Line Holdings, LLC, C. Christopher Remke, Joseph C. Blockno, Kory Reimann, Paul N. Mascia and Mark S. Brown*

Dated: August 23, 2018

By: 
JAMES PASSANTINO, ESQ. (031961991)

LOCAL CIVIL RULE 11.2 CERTIFICATION

JAMES PASSANTINO, ESQ., of full age, hereby certifies as follows:

1. The matter in controversy not the subject of any other action pending in Court or of any pending arbitration or administrative proceeding.
2. There is no other action or proceeding contemplated with regard to the subject matter of this suit.
3. To my knowledge, no other party should be joined in this action.

BIANCAMANO & DI STEFANO, P.C.
Attorneys for Defendants, *Mark Line Industries, LLC, Mark Line Holdings, LLC, C. Christopher Remke, Joseph C. Blockno, Kory Reimann, Paul N. Mascia and Mark S. Brown*



Dated: August 23, 2018

By: _____
JAMES PASSANTINO, ESQ. (031961991)